

PURCHASE AGREEMENT

ITEM/SEGMENT NO.: 2197221
 MANAGING DISTRICT: Three (3)
 F.A.P. NO.: N/A
 STATE ROAD NO.: 263
 COUNTY: LEON
 PARCEL NO.: 100

THIS AGREEMENT is made by and between:

LEON COUNTY, a political subdivision of the State of Florida

hereinafter referred to as SELLER and the STATE OF FLORIDA for the use and benefit of the State of Florida Department of Transportation, hereinafter referred to as PURCHASER.

WITNESSETH

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and PURCHASER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

I. DESCRIPTION

- (a) ☒ Real estate or interest therein, identified as parcel 100 and shown on Right of Way Maps for ITEM/SEGMENT NO.: 2197221 incorporated herein by reference.
☒ Fee Simple
☐ Permanent Easement (Section III.(b) does not apply)
☐ Temporary Construction Easement (Sections III.(b, c and d) do not apply)
☐ Leasehold Interest (Sections III.(b and c) do not apply)
- (b) ☐ Personal property identified as follows:
N/A
- (c) ☐ Outdoor Advertising structure identified by permit number: _____ (Sections III.(h and c) do not apply)
N/A

II. PURCHASE PRICE

- (a) Amount to be paid by PURCHASER to SELLER at closing including fees and costs. \$ 10,950.00
 (b) Amount to be paid by PURCHASER to SELLER upon surrender of possession \$ 0.00
 (c) Itemized purchase price, fees, and costs
- | | | |
|---|----|-----------------|
| Land | \$ | <u>9,650.00</u> |
| Improvements | \$ | <u>1,300.00</u> |
| Real Estate Damages (Severance/Cost-to-Cure) | \$ | <u>0.00</u> |
| Business Damages | \$ | <u>0.00</u> |
| Attorney Fees <u>00</u> | \$ | <u>0.00</u> |
| Appraiser Fees <u>0</u> | \$ | <u>0.00</u> |
| ODA Structure | \$ | <u>0.00</u> |
| Other <u>0</u> | \$ | <u>0.00</u> |
| (Specify) | | |
| <u>0</u> | \$ | <u>0.00</u> |
| (Specify) | | |
- TOTAL PURCHASE PRICE INCLUDING FEES AND COSTS \$ 10,950.00

III. CONDITIONS AND LIMITATIONS

- (a) It is mutually understood that execution of this Purchase Agreement by PURCHASER constitutes conditional acceptance and is subject to final agency acceptance. Final agency acceptance shall denote final approval of the purchase price and all terms and conditions contained in this Purchase Agreement and constitutes the effective date of this Agreement. A closing on this Agreement shall not be transacted prior to final agency acceptance by the Purchaser. Notice of final agency acceptance shall be evidenced by the signature of the Purchaser in Section VII herein and delivery to SELLER not sooner than 30 days from the date of the negotiator's signature in Section VI.
- (b) SELLER is responsible for all taxes due and owing on the property as of the date of closing.
- ☒ SELLER agrees that all current taxes for the year in which this Agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing.
- ☐ SELLER agrees to pay all taxes for the current year.

- (c) SELLER is responsible for delivering unencumbered title to PURCHASER at closing. Any sums which PURCHASER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.
- (d) Any extension of occupancy beyond the date of closing must be authorized by the PURCHASER in writing. During the period from the date of closing until the SELLER surrenders possession to the PURCHASER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this Agreement shall be delivered to PURCHASER in the same condition existing as of the effective date of this Agreement, less any reasonable wear and tear.
- (e) It is mutually understood that this property is necessary for transportation purposes and is being acquired under threat of condemnation, pursuant to Section 337.27, Florida Statutes.
- (f) ☐ The outdoor advertising structure owner shall provide an executed ODA Permit Cancellation(s) (Form No. 575-070-12) executed by the permit holder(s) and shall surrender or account for the outdoor advertising permit tag(s) at or prior to receipt of payment for the ODA structure.
- (g) Other: _____

IV. CLOSING DATE

- ☒ This transaction shall be closed and the instrument of conveyance delivered within 60 days of the date of final agency acceptance.
- ☐ This transaction shall be closed and the receipt of warrant acknowledgement delivered within 60 days of the date of final agency acceptance.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict therewith. All addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and PURCHASER. There ☐ is ☒ is not an addendum to this Agreement.

VI. IN WITNESS WHEREOF, THE SELLER(S) have caused these presents to be executed in their respective name(s).

SELLER(S):

CONDITIONAL ACCEPTANCE BY PURCHASER:

Signature _____ Date _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name (Please Type or Print) _____

BY: _____

Signature _____ Date _____

Gigi Poulos-Petersen
Name (Please Type or Print)

Name (Please Type or Print) _____

DATE: _____

VII. FINAL AGENCY ACCEPTANCE

IN WITNESS WHEREOF, the District Right of Way Manager has caused these presents to be accepted this _____ day of _____.

- ☐ District Right of Way Manager
☐ Assistant District Right of Way Manager
☐ District Production Director
☐ District Secretary

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PURCHASE AGREEMENT

ITEM/SEGMENT NO.: 2197221
 MANAGING DISTRICT: Three (3)
 F.A.P. NO.: N/A
 STATE ROAD NO.: 263
 COUNTY: LEON
 PARCEL NO.: 1117

THIS AGREEMENT is made by and between:
LEON COUNTY, a political subdivision of the State of Florida

hereinafter referred to as SELLER and the STATE OF FLORIDA for the use and benefit of the State of Florida Department of Transportation, hereinafter referred to as PURCHASER.

WITNESSETH

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and PURCHASER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

I. DESCRIPTION

- (a) ☒ Real estate or interest therein, identified as parcel 1117 and shown on Right of Way Maps for ITEM/SEGMENT NO.: 2197221 incorporated herein by reference.
☒ Fee Simple
☐ Permanent Easement (Section III.(b) does not apply)
☐ Temporary Construction Easement (Sections III.(b, c and d) do not apply)
☐ Leasehold Interest (Sections III.(b and c) do not apply)
- (b) ☐ Personal property identified as follows:
N/A
- (c) ☐ Outdoor Advertising structure identified by permit number: _____ (Sections III.(b and c) do not apply)
N/A

II. PURCHASE PRICE

- (a) Amount to be paid by PURCHASER to SELLER at closing including fees and costs. \$ 125,550.00
 (b) Amount to be paid by PURCHASER to SELLER upon surrender of possession \$ 0.00
 (c) Itemized purchase price, fees, and costs
- | | | |
|---|----|-------------------|
| Land | \$ | <u>0.00</u> |
| Improvements | \$ | <u>14,450.00</u> |
| Real Estate Damages (Severance/Cost-to-Cure) | \$ | <u>111,100.00</u> |
| Business Damages | \$ | <u>0.00</u> |
| Attorney Fees <u>00</u> | \$ | <u>0.00</u> |
| Appraiser Fees <u>0</u> | \$ | <u>0.00</u> |
| ODA Structure | \$ | <u>0.00</u> |
| Other <u>0</u> | \$ | <u>0.00</u> |
| <u>0</u> (Specify) | \$ | <u>0.00</u> |
| <u>0</u> (Specify) | \$ | <u>0.00</u> |
- TOTAL PURCHASE PRICE INCLUDING FEES AND COSTS \$ 125,550.00

III. CONDITIONS AND LIMITATIONS

- (a) It is mutually understood that execution of this Purchase Agreement by PURCHASER constitutes conditional acceptance and is subject to final agency acceptance. Final agency acceptance shall denote final approval of the purchase price and all terms and conditions contained in this Purchase Agreement and constitutes the effective date of this Agreement. A closing on this Agreement shall not be transacted prior to final agency acceptance by the Purchaser. Notice of final agency acceptance shall be evidenced by the signature of the Purchaser in Section VII herein and delivery to SELLER not sooner than 30 days from the date of the negotiator's signature in Section VI.
- (b) SELLER is responsible for all taxes due and owing on the property as of the date of closing. 8
- ☒ SELLER agrees that all current taxes for the year in which this Agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing.
- ☐ SELLER agrees to pay all taxes for the current year.

- (c) SELLER is responsible for delivering unencumbered title to PURCHASER at closing. Any sums which PURCHASER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.
- (d) Any extension of occupancy beyond the date of closing must be authorized by the PURCHASER in writing. During the period from the date of closing until the SELLER surrenders possession to the PURCHASER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this Agreement shall be delivered to PURCHASER in the same condition existing as of the effective date of this Agreement, less any reasonable wear and tear.
- (e) It is mutually understood that this property is necessary for transportation purposes and is being acquired under threat of condemnation, pursuant to Section 337.27, Florida Statutes.
- (f) ☐ The outdoor advertising structure owner shall provide an executed ODA Permit Cancellation(s) (Form No. 575-070-12) executed by the permit holder(s) and shall surrender or account for the outdoor advertising permit tag(s) at or prior to receipt of payment for the ODA structure.
- (g) Other: _____

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VI. IN WITNESS WHEREOF, THE SELLER(S) have caused these presents to be executed in their respective name(s).

SELLER(S):

CONDITIONAL ACCEPTANCE BY PURCHASER:

Signature _____ Date _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name (Please Type or Print) _____

BY: _____

Signature _____ Date _____

Gigi Poulos-Petersen
Name (Please Type or Print) _____

Name (Please Type or Print) _____

DATE: _____

VII. FINAL AGENCY ACCEPTANCE

IN WITNESS WHEREOF, the District Right of Way Manager has caused these presents to be accepted this _____ day of _____

- ☐ District Right of Way Manager
☐ Assistant District Right of Way Manager
☐ District Production Director
☐ District Secretary

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